

and for the benefit of the Trustor, its heirs, personal representatives, or assigns, within ten (10) years from the date hereof or the maximum period of time permitted by the laws of the state in which the Mortgaged Property is located, whichever is the lesser, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust. The total amount of indebtedness that may be secured by this Deed of Trust may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal sum permitted by the laws of the state in which the Mortgaged Property is located or \$3,400,000.00, (whichever is the lesser if a specific amount is specified), together with interest thereon and any and all disbursements made by the Beneficiary for the payment of taxes, levies, or insurance on the property covered by the lien of this Deed of Trust with interest on such disbursements at the rate specified in the Note referred to in this Deed of Trust, and for reasonable attorney's fees and court costs incurred in the collection of any or all of such sums of money. Such further or future advances shall be wholly optional with the Beneficiary, and the same shall bear interest at the same rate as specified in the Note referred to herein, unless said interest rate shall be modified by subsequent written agreement.

47. This Deed of Trust is made pursuant to a construction and/or development Loan Agreement (herein called "Loan Agreement") between Trustor and Beneficiary or its assign, a fully executed copy of which is maintained at the office of the Beneficiary or its assign, and this Deed of Trust is subject to all of the provisions of such Loan Agreement, all of which are incorporated herein by reference as though set forth herein. Trustor will permit no default in said Loan Agreement; any default by Trustor under said Loan Agreement shall be considered an Event of Default under this Deed of Trust. Trustor covenants and agrees to complete the construction and/or development of the improvements upon the Mortgaged Property according to plans and specifications heretofore approved by the Beneficiary with due diligence, and fully pay for same.

48. Other provisions: SEE RIDER ATTACHED HERETO AND SPECIFICALLY MADE A PART HEREOF.

IN WITNESS WHEREOF, the Trustor has executed these presents under seal the day and year first above written.  
Signed, sealed and delivered in the presence of

Trustor (If Corporation)

LINGANORE CORPORATION  
A Maryland Corporation

By J. William Brosius (SEAL)  
J. WILLIAM BROSIOUS President

Attest: James McSherry  
JAMES MCSHERRY Secretary

Trustor (If Individuals)

(SEAL)

STATE OF MARYLAND }  
COUNTY OF FREDERICK } ss CORPORATE ACKNOWLEDGMENT

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J. WILLIAM BROSIOUS and JAMES MCSHERRY respectively as \_\_\_\_\_ President and \_\_\_\_\_ Secretary of LINGANORE CORPORATION, a Maryland corporation, to me well known to be the persons described in and who executed the foregoing instrument and they duly acknowledged before me that acting under due corporate authority they executed the same and impressed the corporate seal for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at said County and State, this 2nd day of September, 1971.

My Commission expires: July 1, 1974

Lynn Rinehart  
Notary Public, State of Maryland  
Lynn Rinehart (Impress Notarial Seal)

STATE OF FLORIDA )  
COUNTY OF DADE ) ss.

I hereby certify that on this 1st day of September, 1971, before me, the subscriber, a Notary Public, State of Florida at Large, aforesaid, personally appeared SUMNER H. SHAFMASTER, as Nominee of the Trustees of FIRST MORTGAGE INVESTORS, a Massachusetts Business Trust, and Agent of FIRST MORTGAGE INVESTORS, the Party secured by the aforesaid Deed of Trust and made oath in due form of law that the consideration recited in the Deed of Trust (\$3,400,000.00) is true and bona fide as therein set forth; and further that the amount of the loan which said Deed of Trust has been given to secure was committed for payment pursuant to terms of executed Loan Agreement duly recorded herewith, and further, that he is the duly authorized Agent of FIRST MORTGAGE INVESTORS and has authority to make this Affidavit.

WITNESS my hand and Notarial Seal.

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA at Large  
MY COMMISSION EXPIRES OCT. 24, 1973-  
For Release of Deed of Trust or Mortgage

For agreement, see Liber 857 Folio 18  
For conditional assignment, see Liber 857, Folio 454.  
30  
Liber No. 749 Page 112